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13 *Attorneys for Plaintiff,*
14 *Dejan Toth*

15 IN THE UNITED STATES DISTRICT COURT
16 FOR THE DISTRICT OF ARIZONA

17 Dejan Toth,

18 Plaintiff,

19 vs.

20 Experian Information Solutions, Inc.,
21 an Ohio corporation.

22 Defendant.
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Case No.:

COMPLAINT

JURY TRIAL DEMAND

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2 NOW COMES THE PLAINTIFF, DEJAN TOTH, BY AND THROUGH
3 COUNSEL, TRINETTE G. KENT, and for his Complaint against the Defendant,
4 pleads as follows:
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6 **JURISDICTION**

- 7 1. Jurisdiction of this court arises under 15 U.S.C. §1681p, 15 U.S.C. §1692k(d)
8 and 28 U.S.C. §§1331,1337.
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10 2. This is an action brought by a consumer for violation of the Fair Credit
11 Reporting Act (15 U.S.C. §1681, *et seq.* [hereinafter “FCRA”]).
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13 **VENUE**

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15 3. The transactions and occurrences which give rise to this action occurred in the
16 City of Gilbert, Maricopa County, Arizona.
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18 4. Venue is proper in the District of Arizona, Phoenix Division.

19 **PARTIES**

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21 5. The Defendant to this lawsuit is Experian Information Solutions, Inc.
22 (“Experian”), which is an Ohio company that maintains a registered agent in
23 Maricopa County, Arizona.
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GENERAL ALLEGATIONS

6. On or about March 19, 2015, Plaintiff obtained his Experian credit file and noticed inaccuracies on the following trade lines (“Errant Trade Lines”):
 - a. Asset Accept, Account Number: 4206XXXX;
 - b. Cavalry Portfolio, Account Number: 1373XXXX;
 - c. Grdn Cbna, Account Number: 603525304497XXXX;
 - d. Ltd Financial, Account Number: 603532027939XXXX; and
 - e. THD CBNA, Account Number: 603532027939XXXX.
7. On or about March 26, 2015, Mr. Toth submitted a letter to Experian, disputing the Errant Trade Lines.
8. On or about April 9, 2015, Mr. Toth received a letter from Experian, stating that it received a suspicious request and determined that it was not sent by Mr. Toth. Experian stated that it would not be initiating any disputes based on the suspicious correspondence and that it would apply this same policy to any future suspicious requests that it received.
9. On or about May 29, 2015, Mr. Toth submitted another letter to Experian, disputing the Errant Trade Lines.
10. Experian refused to investigate Mr. Toth’s dispute, in violation of the Fair Credit Reporting Act.

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COUNT I
**NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT
BY EXPERIAN**

- 11.Plaintiff realleges the above paragraphs as if recited verbatim.
- 12.Defendant Experian prepared, compiled, issued, assembled, transferred,
published, and otherwise reproduced consumer reports regarding Mr. Toth as
that term is defined in 15 USC 1681a.
- 13.Such reports contained information about Mr. Toth that was false, misleading,
and inaccurate.
- 14.Experian negligently failed to maintain and/or follow reasonable procedures to
assure maximum possible accuracy of the information it reported to one or
more third parties pertaining to Mr. Toth, in violation of 15 USC 1681e(b).
15. After receiving Mr. Toth’s consumer dispute to the Errant Trade Lines,
Experian negligently failed to conduct a reasonable reinvestigation as required
by 15 U.S.C. 1681i.
- 16.As a direct and proximate cause of Experian’s negligent failure to perform its
duties under the FCRA, Mr. Toth has suffered actual damages, mental anguish
and suffering, humiliation, and embarrassment.

1 17.Experian is liable to Mr. Toth by reason of its violation of the FCRA in an
2 amount to be determined by the trier fact together with his reasonable attorneys'
3 fees pursuant to 15 USC 1681o.
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6 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment
7 against Experian for actual damages, costs, interest, and attorneys' fees.
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9 **COUNT II**

10 **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT**
11 **BY EXPERIAN**

12 18.Plaintiff realleges the above paragraphs as if recited verbatim.
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14 19.Defendant Experian prepared, compiled, issued, assembled, transferred,
15 published, and otherwise reproduced consumer reports regarding Mr. Toth as
16 that term is defined in 15 USC 1681a.
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18 20.Such reports contained information about Mr. Toth that was false, misleading,
19 and inaccurate.
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21 21.Experian willfully failed to maintain and/or follow reasonable procedures to
22 assure maximum possible accuracy of the information that it reported to one or
23 more third parties pertaining to Mr. Toth, in violation of 15 USC 1681e(b).
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25 22. After receiving Mr. Toth's consumer dispute to the Errant Trade Lines,
26 Experian willfully failed to conduct a reasonable reinvestigation as required by
27 15 U.S.C. 1681i.
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1 23.As a direct and proximate cause of Experian's willful failure to perform its
2 duties under the FCRA, Mr. Toth has suffered actual damages, mental anguish
3 and suffering, humiliation, and embarrassment.
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5 24.Experian is liable to Mr. Toth by reason of its violations of the FCRA in an
6 amount to be determined by the trier of fact together with his reasonable
7 attorneys' fees pursuant to 15 USC 1681n.
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10 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment
11 against Experian for the greater of statutory or actual damages, plus punitive damages,
12 along with costs, interest, and attorneys' fees.
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16 **JURY DEMAND**
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18 Plaintiff hereby demands a trial by Jury.
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20 DATED: March 10, 2016

NITZKIN & ASSOCIATES

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22 By: /s/ Trinette G. Kent
23 Trinette G. Kent
24 Attorneys for Plaintiff,
25 Dejan Toth
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